



Dublin City Council

**Appendix C
Specification of Requirements**

– Landscape Maintenance & Grass Maintenance Tender (2017-2020)

1. **General Details:**

- 1.1. The locations requiring Landscape Maintenance are listed in Appendix G. Locations requiring Grass Maintenance are listed in Appendix H.

Every reasonable effort has been made to list all roads where maintenance has to take place, however the contractor should be aware that should any roads be omitted in error within the outline boundary of the area maps, the contractor will be required to maintain that margin/verge or incidental area at no extra cost.

Dublin City Council reserves the right to remove any of the sites from any given Lot should it so require and the value of the Lot so awarded will be reduced by the respective amount.

- 1.2. The Parks District Contract Supervisor (which may change during the period of the contract) are detailed below:

LOT NO.	AREA COVERED	DISTRICT PARKS OFFICER	MOBILE NO.
Lot no. 1	1 Central Area	Mr Ed Bowden	086 815 0534
Lot no. 2	2 South Central	Mr Eamonn Dunne	086 815 1168
Lot no. 3	3 South East	Mr Leo Fitzpatrick	086 815 0537
Lot no. 4	4 North Central	Mr John Redmond Mr Mick Harford	087 784 1159 086 815 0532
Lot no. 5	5 North West	Mr Frank Darcy	087 125 2870
Lot no. 6	6 Dublin North/South	Mr Frank Darcy	087 125 2870

- 1.3. All locations covered by the Landscape Maintenance requirements (see Appendix G) will require one or more of the following Principal Tasks:

- Litter removal (See Section 4 below).
- Grass cutting (See Section 5 below).
- Weed Control (See Section 6 below).
- Tree /Shrub maintenance (See Sections 7, 8 & 9 below).
- Maintenance of hard surface (See Section 10 below).

- 1.3.1. **Graveyards** – in addition to above, the contractor must:

- remove all decayed wreaths during each site visit
- prevent any ivy growth on walls and headstones
- occasionally top up sunken graves as the need arises
- treat all weed manually as the use of herbicides in graveyards is prohibited.

- 1.3.2. **LUAS Line** from Davit Road / Suir Bridge to Canal Walk (Lot 6)

The Contractor must arrange with the RPA to have the line maintained on the same day each week.

- 1.3.3. **Chapelized By-Pass** (Lot 6)

1.3.3.1. The contractor must arrange to have the outer lane of the Motorway closed on four occasions throughout the year of the contract in January, April, July and October on dates agreed in advance with the Parks District Contract Supervisor. The purpose is to carry out litter removal and weed control in the central median as there is no safe access to carry out the work in a safe manner on a weekly basis. Prior notice and approval must be received from the Director of Traffic, Dublin City Council and all appropriate permits must be obtained before any work can take place. All work must be in accordance with the directions for the control and management of Roadworks in Dublin City (See Section 2.8 below). The works must take place on a Saturday or Sunday only. No additional payments shall be made for the taking of such works. Hedge cutting shall take place on the final dates in October.

1.3.3.2. The contractor must arrange to have the inner / outer lane of the Motorway closed on one occasion per year of the contract on a date agreed in advance with the Parks District Contract Supervisor. The purpose is to have all the shrubberies along the

inner / outer lanes of the carriageway pruned back from growing out past the kerbline that may restrict traffic using these lanes. Prior notice and approval must be received from the Director of Traffic, Dublin City Council and all appropriate permits must be obtained before any work can take place. All work must be in accordance with the directions for the control and management of Roadworks in Dublin City (See Section 2.8 below). It is anticipated that these works would be undertaken in late Summer / early Autumn.

1.3.3.3. There shall be no herbicide treatment of bulb planting with residual herbicides other than those suitable for use on bulb planting.

1.3.4. **Finglas By-Pass.** (Lot 5)

The contractor must arrange to have the inner / outer lane of the carriageway closed on one occasion per year of the contract on dates agreed in advance with the Parks District Contract Supervisor. The purpose is to have all the shrubberies along the inner / outer lanes of the carriageway pruned back from the kerbed-line. Prior notice and approval must be received from the Director of Traffic, Dublin City Council before such works take place and all appropriate permits must be obtained before any work can take place. All work must be in accordance with the directions for the control and management of Roadworks in Dublin City (See Section 2.8 below). It is anticipated that these works would be undertaken in late Summer/ early Autumn

1.3.5. **Crescent Park, Ashtown** (Lot 1)

The contractor must visit the site three days a week, Monday, Wednesday and Friday and carry out maintenance operations as per these specifications.

Note that the Playground located within the Park is included in the maintenance requirement however this does not include the maintenance, etc of the actual play items.

1.4. All locations covered by the Grass Maintenance requirements will require one or more of the following Principal Tasks:

- Litter removal (See Section 4 below).
- Grass cutting (See Section 5 below).
- Weed Control (See Section 6 below).

1.4.1. **Malahide Road/ Artane Roundabout** – Grass verge Contract.

The contractor must visit this location on a weekly basis (every seven days) to carry out the Grass Maintenance requirements

1.4.2. **Drumcondra Road Lower** – Grass verge Contract.

The contractor must visit this location on a weekly basis (every seven days) to carry out the Grass Maintenance requirements

1.5. All landscape works must be done in accordance with the following, or equivalent, British Standard Recommendations:

- B.S. 4428 Recommendations for Landscape Operations.
- B.S. 3936 Nursery Stock
- B.S. 3969 Recs. For Turf for general landscape purposes.
- B.S. 3882 Recs. and classifications for topsoil's.
- B.S. 3998 Recommendations for tree work.

1.6. The contractor must take into consideration all surrounding features and hazards when carrying out work.

1.7. No instruction or set of instructions issued to the Landscape Contractor shall preclude the possibility of their revision at any time during the period of engagement.

1.8. The Parks Superintendent's Office reserves the right to grant wayleaves to various utilities across the areas being maintained and will give reasonable notice to the contractor of such arrangements when required.

- 1.9. Any works beyond those specified in the contract shall be agreed with the Parks Superintendent's Office who will provide the Landscape Contractor with a written instruction to carry out such works as may be required. The Contractor will not undertake any unspecified maintenance or repair works, which will form a cost to the contract without such instruction.
- 1.10. In the case of work requiring to be done outside normal working hours or by artificial light, no additional payment will be made for the extra cost of such work, and the Contractor will be deemed to have covered this extra cost in the rates entered in the Schedule of Works.
- 1.11. The Landscape Contractor cannot sublet or make over any part of this agreement without the consent of the Parks Superintendent's Office. Where sub-contractors are allowed, with the prior consent of the Parks Superintendent's Office, the Landscape Contractor (main Contractor) must ensure that any sub-contractor complies with the conditions and specifications of the contract. Sub-contractors where agreed in advance must comply with all the requirements / specifications of the contract.

2. The Successful Contractor for the Landscape Maintenance Contract must:

- 2.1. Check all drawings, schedules, instructions and directions issued by the Parks Superintendent's Office, and in the event of a discrepancy, insufficiency of information or lack of understanding, they must report all such discrepancy, lack of information or understanding to the Parks Superintendent's Office before the works concerned are due to commence.
- 2.2. Indemnify and keep indemnified the City Council against all actions, suits, claims, demands, costs and expenses whatsoever, by reason of or arising out of the execution of the contract works, or any of the matters connected therewith, whether such claim or proceedings brought or costs or expenses incurred under or by virtue of the Workmen's' Compensation Act, Employers' Liability Act, or other statute or Common Law, or otherwise howsoever.
- 2.3. Be responsible for protecting against damage to all buildings and installations on the site, such as underground or overhead services, mains, pipes, ducts, manhole covers, kerbs, paved areas, lights, walls and fences, together with existing trees, shrubs, land surfaces, flowers and grass margins. Existing trees cannot be used as winch anchors, without the prior consent of the Parks Superintendent's Office. In the event of any maintenance operation causing damage, the Contractor will be liable to carry out full repairs, provide replacements or to compensate to the satisfaction of the Parks Superintendent's Office.
- 2.4. Be responsible for any cost incurred in the disconnection and reconnection of overhead power lines, communication cables or underground services. The Contractor will be responsible for notifying the various authorities that the work will be proceeding in proximity to their installations, and will inquire as to the exact position of all such installations that may be under or over the area of the site. The Contractor will be responsible for complying with all the requirements of the various Statutory Authorities. Should the Contractor damage any of the services during the execution of the works, such damage shall be notified immediately to the Parks Superintendent's Office and the Statutory Authority or person concerned and the Contractor shall take immediate precautions to protect all persons and property.
- 2.5. Take reasonable precautions to prevent pollution arising from the execution of the works. Landscape works to be carried out with reference to the Irish Wildlife Acts 1976 to 2000 and Bat Mitigation Guidelines for Ireland (Irish Wildlife Manual No. 25), and any other relevant regulation/legislation
- 2.6. Employ competent staff to provide full and adequate supervision during the progress of the works and keep a competent landscape foreman/forewoman on the works at all times, who must be capable of receiving and acting upon all instructions, directions, or orders issued by the Parks Superintendent's Office.

- 2.7. Arrange (at his/her own cost) for the safe keeping and delivery of all materials and equipment necessary to complete the job in hand.
- 2.8. Comply in full with the 'Roads Acts 1993-2007' and 'Roads Traffic Acts 1961-2007' with particular reference to the Departments of Transport's Guidance for the Control and Management of Traffic at Road Works, October 2007 and Traffic Signs Manual, Chapter 8. Provide signs, barriers and qualified staff to ensure the safety of traffic and the public during operations as specified in the relevant Acts.
- 2.9. Ensure that the area of work and its environs are kept in a tidy condition, all surplus material and rubbish being cleared and removed from site as the work proceeds. Such material must not be deposited on adjacent roads. Landscape Contractors' vehicles, when parked, must not cause an obstruction.
- 2.10. All accidents involving injury to the public or the contractors own staff or damage to property must be immediately reported to the Dublin City Council Parks Contract Supervisor and followed with a formal accident report form to the Contract Supervisor. Where injury to personnel has taken place the site must be preserved to allow for proper accident investigation to take place at the site of same.
- 2.11. Report any damage due to vandalism and any remedial action ordered by the Parks Superintendent's Office must be undertaken. Payment will be made for repair and replacement during the maintenance period at rates to be agreed with the City Parks Superintendent.
- 2.12. Comply with the terms of the Safety, Health and Welfare at Work Act 2005 and associated subsequent Regulations. This includes the requirements of the Safety, Health and Welfare at Work (Construction) Regulations 2001, including the appointment of Project Supervisors and the Roads Acts 1993-2007 and Roads Traffic Acts 1961-2007. Failure to comply with this will result in a verbal warning being issued (see section 14 below).
- 2.13. The contractor will be provided with a Maintenance Visit Report Sheet (see section 3.1.6), which must be completed by the Supervisor before leaving each site each day. The contractor maybe required to produce all such report sheets at any time. Failure to comply with this will result in the issuing of a verbal warning (see section 14 below).
- 2.14. Ensure that all vehicles and machinery are clearly marked at all times with the Landscape Contractors name and/or logo. All such vehicles and machines must have a hazard-warning beacon.
- 2.15. All maintenance staff must wear high visibility personal protective equipment, bearing the company's logo, at all times while carrying out maintenance operations and must also comply with current Health & Safety legislation with regard to footwear, and ear defenders. They must also hold a current FAS Safe Pass Certificate.
- 2.16. All contractors' staff must comply with any safety instructions issued by the Parks Superintendent's Office during the duration of the contract.
- 2.17. Comply with the requirements of Dublin City Councils Minimum Safety Standards for Contractors. The successful contractor must hold regular health and safety review meetings and ensure the effective record keeping of health and safety matters. The successful contractor must have staff that are adequately trained and competent to carry out all tasks required by the contract and evidence of staff training must be available to the Parks Superintendent's Office.

3. ORGANISATION, SUPERVISION, QUALITY AND FREQUENCY OF MAINTENANCE:

- 3.1. The maintenance programme will be organised as follows:
 - 3.1.1. Scheduled operations, in whose timing the Contractor will be permitted some flexibility, and which will be the basis of payment to the Contractor.

- 3.1.2. Performance standards, which the Contractor is required to meet at all times, and under which his performance will be assessed.
- 3.1.3. *Landscape Maintenance: Lots 1,2,3,4,5 and 6:*
A minimum of one visit is required to each site every week (7 calendar days) and if necessary the contractor must increase the frequency of visits to achieve the standards laid down in the specification.
Note: See Sections 1.3.1 - 1.3.5 for locations that require additional work.
- 3.1.4. *Grass Maintenance: Lots 1,2,3,4 and 5:*
A minimum of one visit is required to each site every 2 weeks (14 calendar days) and if necessary the contractor must increase the frequency of visits to achieve the standards laid down in the specification.
Note See Sections 1.4.1 & 1.4.2 for locations that require additional work.
- 3.1.5. Maintenance Visit Reports:
- 3.1.5.1. ***Landscape Maintenance: Lots 1,2,3,4,5 and 6***
See Appendix I for a sample Landscape Maintenance Visit Report sheet. The full report sheet will be provided to each contractor upon appointment. The Contractor(s), must submit Landscape Maintenance Visit Reports (via email or fax) to the Parks District Contract Supervisor (see section 1.2) on the completion of maintenance works in each area per 7-day period to confirm that the required works have been completed at the recommended frequency. This report sheet must be filled out by the supervisor for each site before leaving that particular site.
- 3.1.5.2. ***Grass Maintenance: Lots 1,2,3,4, and 5***
See Appendix J for a sample Grass Maintenance Visit Report sheet. The full report sheet will be provided to each contractor upon appointment. The Contractor(s) must submit Grass Maintenance Visit Reports (via email or fax) to the Parks District Contract Supervisor (see section 1.2) on the completion of maintenance works in each area per 14-day period, to confirm that the required works have been completed at the recommended frequency. This report sheet must be filled out by the supervisor for each site before leaving that particular site.

4. Litter

- 4.1. *Landscape Maintenance: Lots 1,2,3,4,5 and 6*
Provision must be made for the removal and disposal of all litter from site during each site visit at the contractor's own expense. The intervals between site visits must not be greater than 7 calendar days.
- 4.2. *Grass Maintenance: Lots 1,2,3,4 and 5*
Provision must be made for the removal and disposal of all litter from site during each site visit at the contractor's own expense. The intervals between site visits must not be greater than 14 calendar days.
- 4.3. All litter which may be scattered over grassed areas in shrub planting, hedging and hard surfaces must be removed on a fortnightly basis and disposed of in a safe manner. The definition of litter in the contract documents includes, but is not limited to - papers, cans, bottles, glass, household refuse, domestic appliances, clothing, bedding, stones, sticks, bonfire debris, leaves, dead vegetation, mud, extraneous soil, shopping trolleys, needles, syringes, dead animals/birds, diapers, scrap metal, rope, wire etc. Where the contractor is aware of heavy dumping (truck loads of material) which will require manpower/resources over and above that normally required to maintain the grassed areas, the contractor should, within three days, inform the City Parks Superintendent of the amount of material (cubic metres) which has been deposited. The City Parks Superintendent may instruct the contractor to remove the material at an agreed cost per load, or make alternative arrangements.
- 4.4. The successful contractor must hold the appropriate permit for the disposal of waste.

4.5. **Litter in Tree and Shrub Plantations**

4.5.1. Plantations must be maintained free of litter as defined above

4.5.2. Litter must be collected at intervals not greater than 7 calendar days.

4.5.3. Litter removal must be undertaken prior to other maintenance operations. e.g. spraying, pruning, or mulching etc.

4.6. The contractor must ensure that their staff is supplied with appropriate protective clothing and tools in order to undertake litter picks in a safe and appropriate manner. In particular the contractor must be aware of the dangers associated with broken glass, discarded syringes and other sharp items and inform their staff accordingly. Special arrangements must be made by the contractor for the disposal of hazardous/toxic substances.

Note: The Contractor must submit a detailed log of the amount of litter collected and disposed of at the end of each calendar year. The calculation measurement must be in tonnage.

5. **GRASS CUTTING:**

5.1. All grass areas must be maintained to the following specification bearing in mind that this is a “performance” based contract.

5.1.1. Landscape Maintenance: Lots 1,2,3,4,5 and 6

During the grass growing season the maximum time between cuttings cannot exceed one week (7 calendar days). **Since it is not possible to accurately predict the precise number of mowings which may be required in any given growing season a minimum of 44 mowings per growing season must be priced for.** Should the number of mowing required be greater or lesser there will be no adjustment in payment.

Maximum height of growth after which grass is to be cut	-	50 mm
Minimum cutting height	-	30 mm

5.1.2. Grass Maintenance: Lots 1,2,3,4, and 5

During the grass growing season the maximum time between cuttings must not exceed two weeks (14 calendar days). **Since it is not possible to accurately predict the precise number of mowing's which may be required in any given growing season a minimum of 26 mowing's per growing season should be priced for.** Should the number of mowing required be greater or lesser there will be no adjustment in payment.

Maximum height of growth after which grass is to be cut	-	60 mm
Minimum cutting height	-	25 mm

5.2. Grass cutting must be undertaken with rotary, cylinder or flail mowers. All safety guards must be in working order at all times. All grass cutting machinery must be of the rear discharge type (side discharge mowers are not permitted to be used).

5.3. In the event of grass mowing being deposited on footpaths, roadways, the contractor must collect the mowings and leave the area in a neat and tidy condition. Provision must be made in the contract price for this work.

5.4. The Contractor must avoid carrying clay, soil, grass cuttings or other such accumulations from grass or cultivated soil to hard surfaces, whether within a site or out onto the public highway. Wheels and all parts of plant which may give rise to this problem must be cleaned before going off site. Where such accumulation is deposited on hard surfaces these must be blown or swept and removed from the hard surface at the contractors own expense.

- 5.5. At all times the grass must be mown to a proper standard with no track marks or misses in the cutting, scalping of the turf or other such marks to be left in the grass area. Where such standards are not met, then the contractor must rectify the area to the correct standards within 48 hours (2 working days) of receiving the complaint.
- 5.6. All Machine operators must have received prior training in the safe use and operation of the particular machine being operated.
- 5.7. The Contractor must instruct staff specifically on the requirement to avoid damage to trees. All trees damage by mowing equipment must be replaced to the satisfaction of the City Parks Superintendent at no additional cost to Dublin City Council.
- 5.8. Dublin City Council reserves the right to plant additional trees on the areas being maintained during the contract period.
- 5.9. During the course of the tender a decision may be take to maintain specified areas of grassland open space as meadow to promote nature conservation.
- 5.10. Provision must be made in the contract price for the removal and disposal of all leaf litter from grass surfaces during the Autumn /early Winter during each site visit.

6. WEED CONTROL AND HERBICIDE APPLICATION:

- 6.1. All herbicide applications must be made only in suitable weather conditions as per the manufacturer's recommendations and undertaken by suitably qualified personnel. Spraying operations must be undertaken in a neat and tidy manner avoiding damage to vegetative areas by spray drift or leaking nozzles. If such damage is found to occur then a verbal warning will be issued (see section 14). All damage that maybe found to occur as a result of such activity must be repaired at the contractors own expense immediately after notification by the Parks District Contract Supervisor.
- 6.2. Weed control must entail the use of herbicidal sprays, which do not cause damage to the trees/shrubs growing in or near the sprayed area. The Landscape Contractor may be required to hand weed in circumstances where the weeds are allowed to grow because of unsuccessful control or where missed during the spraying operation.
- 6.3. Herbicides used must not be harmful to aquatic organisms. Selected herbicide application is to be used near areas maintained for wild flower growth.
- 6.4. The tender price must include the cost for maintaining a weed free strip (not less than 250mm and not greater than 400mm) around the base of trees (750mm diameter), manholes, streetlights along the base of walls, bollards, fences and hedges. A weed free margin of 50mm is to be maintained along verges adjoining all hard surfaces. In the interest of biodiversity the base of specific trees will not be treated by herbicide to allow for colonisation by natural vegetation as agreed by the Parks Superintendents Office.
- 6.5. All trees, shrub and whip plantings are to maintained weed free. The contractor must prune/replace any damaged or ornamental planting at his or her own cost to the satisfaction of the City Parks Superintendent. It is not permissible to undertake weed control in whip plantings with a mechanical strimmers.
- 6.6. Weeds cannot cover more than 10% of the ground surface at any one time unless in a pre agreed area selected for nature conversation purposes.
- 6.7. Weeds cannot exceed more than 150mm in height. Where vegetation is allowed to grow greater than 150mm in height the contractor must undertake physical weed control and remove all debris produced as a result. Noxious weeds cannot be allowed to flower.

- 6.8. All herbicide chemicals must be approved for use by the Department of Agriculture. The requirements of the Safety, Health and Welfare (Chemical Agents) Regulations, Herbicide Directives and Soil Directives must be complied with in full.
- 6.9. Herbicide applications must be carried out only by suitably qualified personnel and with proper safety considerations being taken. All personnel must be certified as competent in the safe use and application of chemicals to P.A.6 standards. Appropriate warning signs must be displayed when chemical application is taking place. The requirements of the Safety, Health and Welfare (Chemical Agents) Regulations must be observed by contractors at all times and adequate control measures must be in place to prevent injury to members of the public from any chemicals in use. Correct and adequate PPE must be used by any contractor's staff when working with or in the vicinity of any chemicals being used.
- 6.10. Contractors must apply all cautions necessary to avoid damage to vegetation caused by spray drift or run-off especially in the use of oil based herbicides. Non-toxic vegetable dyes must be mixed with water based herbicides as an additional precaution against uneven application and spray drift. Any damage so caused must be rectified by the contractor at his own expense.
- 6.11. Whenever chemical compounds are used the contractor must ensure all operatives read and follow carefully the manufacturer's instructions. All manufacturers instructions must be read carefully and rigorously followed with particular regard to application methods, application rates, storage and transportation of concentrates, toxicity, protective clothing and use in public areas. On no account must the stated dose be exceeded.
- 6.12. Wherever possible herbicides must be prepared before leaving the Contractor's base or yard. Where this is not possible and dilution has to be carried out away from base, adequate washing facilities must be provided and any additional protective clothing required for handling concentrates must be provided. "On site" mixing or dilution of herbicides must take place on hard surfaced area which can be washed down safely in case of spillage: on no account shall it be carried out on grass or cultivated areas.
- 6.13. All chemicals used must be kept safe under lock and key when not in use. Empty containers must be removed from site, washed out and disposed of safely at the contractor's own expense.
- 6.14. Granular herbicides must be applied using a shaker or mechanical granule spreader of a type recommended or approved by the herbicide manufacturer.
- 6.15. Water based herbicides (wetable powders, soluble powders, liquid concentrates, etc.) must be applied by use of manual sprayers of the knapsack type, or by mechanically propelled sprayers of the 'walkover' type, battery powered sprayers of CDA (Controlled Droplet Application) type, or by mechanically propelled and powered sprayers mounted on vehicles or tractors. Spraying equipment must be equipped with correct nozzles for the required application rate and must carry labels indicating the type of material being used, and its dilution rate in water. Herbicide applications, which may be slow to take effect, must be repeated at the expense of the contractor to ensure satisfactory control is achieved in all cases. This must be included in the costs submitted.
- 6.16. Herbicide packed specially for CDA (Controlled Droplet Application) systems or other pre-calibrated systems must be used only for this purpose. Containers must not be opened and contents transferred to other containers unless the system is so designed and the manufacturer's instructions expressly permit their opening for the purposes of dilution.
- 6.17. Herbicide applications, which are ineffective, must be repeated at the expense of the contractor to ensure that satisfactory control is achieved in all cases.
- 6.18. The contractor must ensure that all equipment is in correct working order and proper safety considerations are being undertaken.

- 6.19. In instances where individuals or local resident's group's plant summer bedding etc. in the tree pits this may be allowed to remain and should not be trimmed or sprayed without first receiving the authority of the City Parks Superintendent.

7. TREE MAINTENANCE : LANDSCAPE Lots 1,2,3,4,5 and 6 ONLY

Stakes, Ties and Guards

- 7.1. Ties must be inspected twice a year in December and July and after gales, and adjusted to conform to stem growth and to prevent chaffing. Where chaffing has occurred, the tie must be repositioned or a new tie of an approved type must be installed.
- 7.2. Stakes must also be regularly inspected for looseness, breaks or decay and replaced as necessary. Stakes must remain in position until trees are self-supporting (to be decided by the District Contract Supervisor for each Area).
- 7.3. "Collars" or gaps in the soil at the base of tree trunks that have been created by the tree movement must be broken by fork and back-filled with topsoil as necessary and refirmed. All tree pits must be kept level with the adjoining surface.
- 7.4. Stakes must be peeled home-grown softwood poles (either Larch, Douglas Fir or Spruce) and must be machine worked to a constant diameter of 90mm and tapered at one end. Peeled poles must be pressure treated with Tanalith or Celcure (or equivalent/ similar non-phytotoxic chemical(s)). The chemical associated with the pressure impregnation operation must be used in accordance with the manufacturer's recommendations.
- 7.5. Stake lengths shall be as follows:
- 7.5.1.Extra Heavy and Heavy Standard Trees:**
Two stakes per tree 2.4m x 85mm diameter top of stake.
- 7.5.2.Standard Trees:**
One stake per tree 2.4m x 85mm diameter top of stake.
- 7.5.3.Feathered Trees:**
One stake per tree 1.8m x 65mm diameter top of stake.
- 7.6. Tree ties must normally be a rubber or plastic material and approved by the Parks Superintendent, each fixed by 2 No. 40mm galvanised clout nails or other agreed methods. Tie width must be as follows:
- 7.6.1.Extra Heavy and Heavy Standard Trees = 40mm
- 7.6.2.Standard and Feathered Trees = 25mm
- 7.7. Tree guards which have become unmoored, damaged or hazardous must be removed and disposed of at the contractor's own expense.
- 7.7.1.Where an established tree no longer requires a guard or where tree guards are damaging developing trees, the guard must be removed and delivered to a Parks Depot or location specified by the District Contract Supervisor for each Area.
- 7.7.2.Every effort must be made to avoid heavy tree maintenance or tree removal during the nesting season from March to August inclusive.
- 7.7.3.All mature trees must be inspected by the Parks Superintendents Office for roosting bats before felling.

8. PRUNING : LANDSCAPE Lots 1,2,3,4,5 and 6 ONLY

- 8.1. Shrubs must be pruned as required to promote bushy growth. At the end of the growing season, shrubs must be checked and all dead wood, broken or damaged or crossing branches must be removed.
- 8.2. Pruning and removal of branches must be carried out using sharp, clean implements to give a clean sloping cut from an outward facing bud.

- 8.3. All non-essential pruning will be between January and March. Any tree surgery work must be undertaken by a qualified registered Arboricultural Company who carry the appropriate insurances and must be approved by The City Parks Superintendents Office prior to the commencement of works on site. All pruning operations must be undertaken in the best horticultural / arboricultural practices. The Landscape Contractor must allow for the disposal of all prunings.
- 8.4. Pruning of flowering shrubs for bushy growth must conform to the following timetable of pruning:
 - 8.4.1. Category (a) – Shrubs flowering in winter must be pruned in Spring.
 - 8.4.2. Category (b) – Shrubs flowering in March to July must be pruned immediately after flowering.
 - 8.4.3. Category (c) – Shrubs flowering July to September must be cut back to old wood in January February.
 - 8.4.4. Category (d) – Shrubs such as Cornus and Salix must be cutback to ground level (older branches), in Spring before bud burst.
- 8.5. The contractor must ensure that no vegetation overlaps hardsurfaced areas or obliterates road signage. Growth must be trimmed by shortening long growths with secateurs. Where plants overlap grass border edges the encroaching growth must be pruned back by secateurs only so far as to allow free passage to the mower.

9. **HEDGE MAINTENANCE : LANDSCAPE Lots 1,2,3,4,5 and 6 ONLY**

- 9.1. All hedges must be cut once yearly outwith the period 1st March to August 31st when instructed to do so by the Parks Superintendents Office and in accordance with Section 46 of the Wildlife (Amendment) Act, 2000.
- 9.2. The contractor must be liable for the removal of all clippings and leaving the area in a tidy condition.
- 9.3. Litter must be removed from hedging on a fortnightly basis.

10. **HARD SURFACE MAINTENANCE : LANDSCAPE Lots 1,2,3,4,5 and 6 ONLY**

10.1. **Litter**

Litter removal must take place on all hard surfaces, including playground areas, all weather pitches, pathways, paved areas and tarmacadam areas on a weekly basis. Sweeping of same is required where necessary. All gullies, where present, must be maintained free of debris. The contractor must examine, quantify and take account of these areas and cost accordingly.

10.2. **Weed Control**

All hard surfaced areas within the extents of the contract, including the public roadway, public footpaths, areas of tarmacadam, setts, slabs etc. must be kept totally free of weeds, grasses, algal growth and moss by chemical means. This implies that all hard surfaces such as traffic islands, tarmacadam areas around traffic signals, the base of boundary walls abutting the public footpaths etc. must be chemically treated with herbicide at the beginning of the contract period and spot treated thereafter to ensure they remain weed free for the duration of the contract.

11. BULBS AND CORMS IN GRASS AREAS:

- 11.1. Grass cutting must not be carried out where bulbs or corms have been planted from the time the bulbs or corms emerge until late June as instructed by the City Parks Superintendent.
- 11.2. The first grass clippings following this initial cut must be raked and removed off site by the contractor as the areas are being cut. Provision must be made in the contract for the work.
- 11.3. Contractors who fail to comply with 11.1 above must carry out bulb replacement planting.

12. ADDITIONALS:

12.1. REINSTATEMENT:

Any reinstatement works that may be required (as per 12.2 - 12.4 below) will be carried out for the prices stated in the Form of Tender (Appendix F).

12.2. *Ground Preparations:*

12.2.1. **Surface Cultivation** must be carried out where appropriate and shall be as is defined and described in British Standard Specification No. 4428:1989, entitled 'Recommendations for General Operations', Section 3.5. (or equivalent).

12.2.2. **Surface Cultivation/Subsoil Cultivation** and regulating by minor grading within the topsoil depth must be as defined and described in British Standard Specification No. 4428:1989, entitled 'Recommendations for General Landscape Operations', Section 3.6. (or equivalent):

The precise form of surface cultivation, grading or regulating of levels required for each particular site or location and the sequence and timing of the operations involved must be determined by the District Contract Supervisor for each Area before commencement of work.

12.3. **Topsoil:** Topsoil will usually be supplied from the original surface layer of grassland or cultivated land in the area or be imported for use on the site, it must conform to the description of topsoil set out in British Standard Specification No. 3882:1991, entitled 'Recommendations and Classification for Topsoil' (or equivalent).

12.3.1. **Imported Topsoil:** Topsoil must be good quality medium topsoil loam, easily moulded when moist. It must be neither too sticky nor leave a smooth polished surface when smeared. It must be free from all chemical or other pollutants, without excessive proportions of stones or flints and those present must not exceed 50mm gauge. It must not include subsoil, excessive proportions of clay, sand, chalk or lime, nor may it include rubbish or other extraneous material, pernicious weeds or couch grass whether roots or top-growth, or roots of trees or shrubs. No organic matter derived from a sewage works will be accepted as topsoil substitute.

The contractor must submit a sample load of not less than 5cu. metre for approval. Any substandard loads must be removed from site at the Landscape Contractor's expense.

12.4. **SEEDING OF GRASS AREAS:** Grass seeding must be carried out on areas where satisfactory surface cultivation's have been completed and precisely indicated by the District Contract Supervisor for each Area according to site and location. The quality and standard of workmanship and materials used shall be as outlined in British Standard Specification 4428:1989, entitled 'Recommendation for General Landscape Operations', Section 5. (or equivalent).

12.4.1. **Preparation of the seedbed:** The seedbed shall be prepared by light and uniform rolling and reducing to a fine tilth by raking or harrowing with a spike and chain harrow. All stones larger than 50mm in any one dimension must be removed. No seed must be sown until the cultivation and preparatory work have been

approved. Finished levels to have fullness under moderate consolidation, to, average 25mm above paths, kerbs and manholes.

- 12.4.2. **Grass Seed:** Seeds and seeding must conform to BS 4428:1989 (or equivalent): unless otherwise stated in this specification. Seed must be fresh clean seed of the latest crop. The germination capacity of each constituent of the mix cannot be less than 80% and the purity of the mix cannot be less than 90%. Total weed seed content must not be more than 0.5% and the total content of other crop seeds cannot be more than 1%.
- 12.4.3. Sowing of seed strains specified by the District Contract Supervisor for each Area must be carried out during calm weather conditions with equal sowing in transverse directions at the specified rate per square metre British Standard Specification No. 4428:1989, Section 5.5 (or equivalent).
- 12.4.4. The contractor may be required to carry out reinstatement works in areas of heavy shade and in such cases a shade bearing variety of grass seed must be agreed with the District Contract Supervisor for each Area in advance. The exception to this will apply to areas left for nature conservation purposes.

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15. **PAYMENT**

- 15.1. All official invoices must quote a Dublin City Council purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.
- 15.2. Payments under this tender will be made in instalments certified monthly following site inspections with the successful Contractor and satisfactory progress of landscape maintenance operations.
- 15.3. If the performance standards are not met, a retention of 15% will be deducted. The deductions will be restored at the next payment provided that defects in performance are remedied within 7 days from the date of inspection. If however the defects are not remedied within 7 days then the 15% penalty will be with held.
- 15.4. Monthly instalments will only be paid when the Parks Superintendent's Office is satisfied that an accurate, fully completed Landscape Maintenance Contract Visit Report (see 3.1.6) has been received and that all works on site have been completed in a satisfactory manner.
- 15.5. If any part of the maintenance schedule is outstanding, its value will be deducted from payment.

16. **TERMINATION OF CONTRACT:**

- 16.1. If the Contractor wishes to withdraw from any of the contracts listed in the attached Schedule of Works, four weeks notice, in writing, must be provided to the Parks Superintendent's Office. Before any outstanding charges shall be paid, satisfactory arrangements shall be made regarding the return in a well-maintained condition of all sites included in any such contract. The Parks Superintendent's Office reserves the right to reduce the area of the contract at any time during the contract period and amend the contract costs on a pro-rata basis.
- 16.2. The Parks Superintendent's Office reserves the right to terminate any of the Lots, or any requirement(s) within a Lot, for any reason whatsoever.
- 16.3. Four weeks notice will normally be given to the Contractor of the Parks Superintendent's Office intention to so conclude any contract(s), except where a Contractor is being dismissed from the contract on the basis of unsatisfactory performance (see next clause).

16.4. Where a Contractor has been given two verbal warnings of unsatisfactory performance at any point during the contract period, only one week (7 days) notice need be given to the Contractor of the Parks Superintendent's Office intention to conclude any contract(s).